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03-23-2004

1 SHEET

OMB No. 0651-0011 (exp. 4/94)



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To the Honorable Commissioner of

102700989

attached original documents or copy thereof.

1. Name of conveying party(ies):

Fansteel Inc.

- Individual(s)
- General Partnership
- Corporation-State: DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12-18-03

2. Name and address of receiving party(ies)

Name: Plantsville Acquisition, LLC

Internal Address:

Street Address: 1654 King Street

City: Enfield State: CT ZIP:

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

376,493  
1,427,179  
426,277

793,193  
793,301

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William E. Noonan

Internal Address:

Street Address: Post Office Box 07338

City: Fort Myers State: FL ZIP: 33919

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William E. Noonan  
Name of Person Signing

*William E. Noonan*  
Signature

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002932 FRAME: 0784

OFFICE OF PUBLIC RECORDS  
MAR 17 AM 9 03  
FINANCE SECTION  
03/22/04 08:13:03  
03 FC:6521  
02 FC:6522

## TRADEMARK ASSIGNMENT

WHEREAS FANSTEEL INC., a corporation duly organized and existing under the laws of the State of Delaware ("Assignor"), owns all right, title and interest in and to the trademarks, and any applications and registrations therefor, as set forth in the attached Schedule A, and all common law rights to such trademarks and all of the goodwill of the business symbolized thereby and associated therewith (all collectively, the "Trademarks");

WHEREAS PLANTSVILLE ACQUISITION, LLC, a Connecticut limited liability company ("Assignee"), wishes to acquire all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business symbolized thereby and the entire business and/or portion thereof to which the Trademarks pertain, and Assignor wishes to assign same to Assignee; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 1, 2003 (the "Asset Purchase Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee its entire right, title and interest throughout the world in perpetuity in and to the Trademarks, including common law rights, together with the goodwill of the business symbolized thereby and associated therewith and the entire business and/or portion thereof to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Trademarks in Assignee, its successors, assigns, or other legal representatives.

Neither the making nor the acceptance of this Trademark Assignment shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by the Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties and other provisions that the Asset Purchase Agreement provides shall survive the date hereof. In the event of a conflict or inconsistency between this Trademark Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as an instrument under seal as of this 18<sup>th</sup> day of December 2003.

ASSIGNOR: FANSTEEL INC.

R Michael McEntee

Name: R. Michael McEntee

Title: Vice President and CFO

**CERTIFICATE OF ACKNOWLEDGMENT**

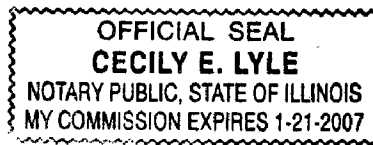
STATE OF Illinois

COUNTY OF Lake

ss.:


On this 18<sup>th</sup> day of December 2003, before me, the undersigned, personally appeared R. Michael McEntee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cecily E. Lyle  
[NOTARY SEAL]



ASSIGNEE:

PLANTSVILLE ACQUISITION, LLC

  
\_\_\_\_\_  
Name:

Title:

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF OHIO

ss.:

COUNTY OF FRANKLIN

On this 18<sup>th</sup> day of December 2003, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
[NOTARY SEAL]

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TRADEMARK ASSIGNMENT

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**SCHEDULE A**

**TRADEMARKS**

<u>Trademark</u>	<u>Status</u>	<u>Country</u>	<u>Appln #</u>	<u>Appl. Date</u>	<u>Registration #</u>
TANTUNG	Registered	Argentina	1726591		1533268
TANTUNG	Registered	Benelux		1/4/1984	2180
TANTUNG	Registered	Canada			UCA25898
TANTUNG	Registered	France		11/7/1989	1558810
TANTUNG	Registered	Germany West		10/17/1984	816493
TANTUNG	Registered	Italy	RM94C00135 5	4/7/1974	687463
TANTUNG	Registered	Mexico		4/20/1987	276030
TANTUNG	Registered	Spain		12/3/1969	603557
TANTUNG	Registered	Spain		12/3/1969	603558
TANTUNG	Registered	Sweden			63317
TANTUNG	Registered	Switzerland		4/8/1974	270526
TANTUNG	Registered	United Kingdom			871552
TANTUNG	Registered	United States	71/425034	11/1/1939	376493
TRIBOCOR	Registered	United States	572298	12/9/1985	1427179
VR	Registered	United States	488717	9/19/1945	426277
VR/WESSON	Registered	Benelux		1/4/1987	001608
VR/WESSON	Registered	Benelux			R309584
VR/WESSON	Registered	Canada			155119
VR/WESSON	Registered	Denmark			3224/66
VR/WESSON	Registered	Germany West		10/22/1984	939154
VR/WESSON	Registered	Norway			70980
VR/WESSON	Registered	United States	206150	11/13/1964	793193
VR/WESSON	Registered	United States	206151	11/13/1964	793301

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RECORDED: 03/17/2004

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